



CYTEC INDUSTRIES INC.

Fortier Plant
10800 River Road
Westwego, LA 70094
Tel (504) 431-9511

MAIN FILE

original to

copy to Hubert Williams
xug

October 4, 2006

CERTIFIED MAIL NO. 7003 0500 0001 8671 7687
RETURN RECEIPT REQUESTED

Dr. Chuck Carr Brown, Assistant Secretary
Louisiana Department of Environmental Quality
Office of Environmental Services
POST OFFICE BOX 4313
BATON ROUGE LA 70821-4313

RE: Cytec Industries Inc., Fortier Manufacturing Facility
LDEQ Variance Allowance Letter Dated September 13, 2006
Agency Interest Number: 1357
EPA ID Number LAD 008 175 390
Permit Activity Number PER20060008

2006 OCT 11 PM 2:31

DEA-620

Dear Dr. Brown:

Please find the following as response to your letter dated September 13, 2006, received at our facility on September 18th, 2006 in regard to the referenced Hazardous Waste Permit. Each specific item from the correspondence is referenced below.

Item 1 request: "Submittal of a Hazardous Waste Notification Form (HW1), Revised EPA RCRA Hazardous Waste Part A Permit Application (Form 8700-23), and 1701 Addendum to the Permit Application per LAC 33:I.1701; Identification of the commercial waste streams, impacted units, and restricted commercial status should be specified appropriately on these forms.

Response:

Exhibit A contains the required updated forms. Please note that a box for restricted commercial status was not available on the forms. Per the previous request of the department an indication on the HW-1 form and the Part A Permit Application Form 8700-23 was included to note the restricted commercial status. The restricted commercial designation indicates that all hazardous waste streams from the Acrylamide, (AMD), unit as summarized on a table in Exhibit B are allowed to be disposed via Cytec's current hazardous waste permit.

Item 2 request: "A certification of counsel was provided; however, a specific date of the transaction must be submitted;

Response:

Please find the certification of counsel that includes the date of the transaction in Exhibit C.



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Item 3 request: submittal of specific provisions of the written agreement in regards to liability issues at the facility. The following responsibilities must be fully delineated:

- a. waste management for all waste streams that may be affected by this transaction (from initial generation to ultimate disposal, and all points in between, including transportation/conveyance, storage, and treatment);***
- b. corrective action for all areas that may be affected by this transaction (i.e. how potential historical and future releases will be addressed);***

Response: Exhibit B summarizes the hazardous waste streams that will be either disposed onsite through the permitted deepwell disposal system or off-site. Wastes shipped for off-site disposal will be manifested with Kemira Water Solutions unique hazardous waste I.D. number and tracked onsite by Cytec personnel for proper accounting on the annual hazardous waste and other required reports. Waste for off-site disposal will be temporarily stored in Cytec's permitted container storage building prior to shipment.

(Cytec Industries Inc. continues to own the land on which the AMD facility resides. Kemira will be required to follow Cytec's policies in regard to release reporting and remediation of spills and other releases).

Item 4: updates to the financial requirements. (LAC 33:V.Chapter 37), must be submitted;

Response: Please find the updated closure and post closure submitted during March 2006 as Exhibit D.

Item 5: Cytec must provide to the appropriate entities within the U.S. Environmental Protection Agency, Region 6 and State of LA Department of Natural Resources correspondence regarding this transaction;

Response: Please note that EPA and DNR officials have been copied on this correspondence.

Item 6: submittal of the record keeping procedures that are in place to record the type, amount, and frequency of the waste sent from LACO to Cytec;

Cytec utilizes different methods of tracking the type and quantity of waste received from Kemira. Waste water streams that meet the definition of hazardous waste and disposed via Cytec's deepwell disposal system are either metered or measured utilizing engineering calculations or estimates. This data is gathered into spreadsheets or otherwise calculated to gather pertinent data for proper waste reporting. As systems develop and improved methods of capturing this data evolve Cytec will incorporate this information into the management system. As new waste streams are identified by process changes or expansions the calculations for the wastewater discharge will be reviewed and provided to Cytec for inclusion into the management system.



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Solid waste streams that meet the definition of hazardous wastes will continue to be properly contained and labeled with Kemira's hazardous waste identification number. These containers will be stored and properly segregated in Cytec's permitted hazardous waste container building until transported to a permitted TSDF. Kemira's waste will be shipped under a separate manifest from Cytec's paperwork to insure proper segregation and documentation of waste streams.


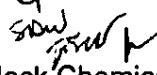
Item 7: submittal of a letter with the final name of the entity that will replace the placeholder LACO prior to the contemplated closing.

Response: The official name of the entity, Kemira Water Solutions Inc., is documented in the certification of counsel document in Exhibit C. An updated letter will be submitted to the department if the name of the entity changes.

As per previous submittals Cytec is submitting five copies of this submittal.

Thank you for your continued assistance in this matter. If you should need additional information please contact Robert White at 504.431.6340.

Sincerely,^


J. S. Gill
President 
Building Block Chemicals

zg

Enclosures

c: Mr. Kishor Fruitwala, US EPA Region 6, 1445 Ross Avenue, Suite 1200, Mail Code: 6PDA,
Dallas, TX 75202-2733
Mr. Joseph Ball Jr., LA Department of Natural Resources, Office of Conservation, Injection & Mining Div.,
P. O. Box 94275, Baton Rouge LA 70804
Mr. Lou Buatt, LDEQ OS-Legal, P. O. Box 4302, Baton Rouge LA 70821-4302 - Cover Letter Only

EXHIBIT

A

Media Type (check one)


Hazardous Waste ☒ Air ☐
Solid Waste ☐ Water ☐
Radiation Licensing ☐

Agency Interest Number: 1357

Is this a copy of a previously submitted form? Yes ☐ No ☒

If yes, indicate the original submittal date: _____

If yes, indicate the original permit number: _____

Department of Environmental Quality Permits Division P.O. Box 4313 Baton Rouge, LA 70821-4313 (225) 219-3181		Addendum to Permit Applications per LAC 33:I.1701		
Please Type Or Print	Company Name Cytec Industries Inc.		<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Operator	For Permits Division Use Only
	Parent Company (if Company Name given above is a division)			
	Plant name (if any) Fortier Manufacturing Facility			
	Nearest town Waggaman		Parish where located Jefferson	

1. Does the company or owner have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying in other states? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)

☒ Permits in Louisiana. List Permit Numbers: LAD 008 175 390

☒ Permits in other states (list states): Ohio, West Virginia

2. Do you owe any outstanding fees or final penalties to the Department? No ☒ Yes ☐
If yes, please explain. _____

3. Is your company a corporation or limited liability company? No ☐ Yes ☒ If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Secretary of State.

Certification:

I certify, under provisions in Louisiana and United States law which provide criminal penalties for false statements, that based on information and belief formed after reasonable inquiry, the statements and information contained in this Addendum to the Permit Application, including all attachments thereto are true, accurate, and complete.

Responsible Official

Name J. S. Gill
Title President, Building Block Chemicals
Company Cytec Industries Inc.
Suite, mail drop, or division
Street or P.O. Box 10800 River Road

City Westwego	State LA	Zip 70094
Business phone 504.431.9511		
Signature of responsible official(s) <i>J. S. Gill</i> 10/5/06		
Date		

UNITED STATES OF AMERICA
State of Louisiana

Box McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the Application Form for Certificate of Authority of

CYTEC INDUSTRIES INC.

Domiciled at Wilmington, Delaware,

Was filed and recorded in this Office on January 14, 1994,

Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

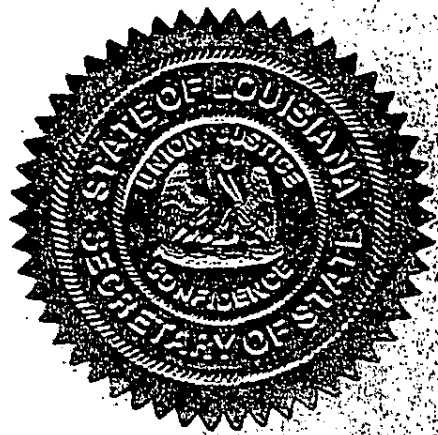
*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

January 14, 1994

Box McKeithen

DWI

Secretary of State



Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
391.	U216						"
392.	U217						"
393.	U218						"
394.	U219						"
395.	U220						"
396.	U221						"
397.	U222						"
398.	U223						"
399.	U225						"
400.	U226						"
401.	U227						"
402.	U228						"
403.	U234						"
404.	U235						"
405.	U236						"
406.	U237						"
407.	U238						"
408.	U239						"
409.	U240						"
410.	U243						"
411.	U244						"
412.	U246						"
413.	U247						"
414.	U248						"
415.	U249						"
416.	U328						"
417.	U353						"
418.	U359						"

XIV. DESCRIPTION OF HAZARDOUS WASTES - PROCESS CODES (CONTINUED)

Line No. 1 - T01, T04, D79

Line No. 29 - T04, D79

Note: Wastes represented by the majority of the waste codes on Line Nos. 33 through 418 have rarely, if ever, been generated at the Fortier Plant. The majority of the waste codes have been added to allow on-site management, i.e., storage of the waste without the need for additional permit modifications in the event that these wastes are generated in the future.

11. Map (See instructions on pages 25 and 26)

Attach to this application a topographic map, or other equivalent map, of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in this map area. See instructions for precise requirements.

12. Facility Drawing (See instructions on page 26)

All existing facilities must include a scale drawing of the facility (see instructions for more detail).

13. Photographs (See instructions on page 26)

All existing facilities must include photographs (aerial or ground-level) that clearly delineate all existing structures; existing storage, treatment and disposal areas; and sites of future storage, treatment or disposal areas (see instructions for more detail).

14. Comments (See instructions on page 26)

(See attached maps and drawings as required)

W. Fox McKeithen
Secretary of State



APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA
(R.S. 12:304)

Foreign Corporation
Enclose \$100.00 filing fee
Make remittance payable to
Secretary of State
Do not send cash

Return to: Corporations Division
P.O. Box 94123
Baton Rouge, LA 70804-9123
Phone (504) 925-4704

STATE OF New Jersey

PARISH/COUNTY OF Passaic

Check one: (x) Original Application
() Amended Application

Current Corporation Name: CYTEC INDUSTRIES INC.

Previous Corporation Name: _____

(use only for amended application changing the corporation name)

A corporation organized under the laws of the State of Delaware with principal office within state of organization at:
The Corporation Trust Company, Corporation Trust Center, 1209 Orange
Street, Wilmington, Delaware 19801 and having its
(domicile address, city, state, zip)

principal office (wherever located) outside of State of organization at: 5 Garret Mountain Plaza
(address, city, state, zip)

West Paterson, New Jersey 07424 doing business

being about to do business in the state of Louisiana in conformity with the laws thereof, does, pursuant to the laws of said state, hereby makes its written declaration that the

registered office of the corporation in Louisiana is located at 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809
(address, city, state, zip)

and its registered agent(s) in Louisiana C T Corporation System, 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809 and the principal
Agent(s) Name and Address (Must be identical to registered office in LA)

business establishment in the State of Louisiana 10800 River Rd., Westwego, Louisiana 70094
(address, city, state, zip)

The nature of business which the corporation proposes to transact in this State, if it does not propose, or is not permitted to transact in this State business of every nature
which it is empowered to transact by its articles or certificate of incorporation: See attached purpose clause

The corporation's director(s) and officer(s) names and addresses (attach addendum if needed) See attached list of officers & directors

Corporation's federal tax identification number 22-326 866 9 Date first transacted business in Louisiana: Upon Qualification

Dated and executed at West Paterson FOX McKEITHEN on the 17 day of December 1993

Edward F. Jackman
Secretary or Assistant Secretary
Edward F. Jackman

RECEIVED & FILED
DATE JAN 14 1994

James P. Cronin
President or Vice President
James P. Cronin

On this 17 day of December 1993, personally appeared before me James P. Cronin who being by me first duly sworn

declared that he/she is the Vice President of the above named corporation, and that the statements contained therein are true.

Rozary A. Giffney
Notary

I hereby acknowledge and accept the appointment of registered agent for and on behalf
of the above named corporation.

By: C T Corporation System
William S. Tany
Registered Agent

Sworn to and subscribed before me this 22nd day of December 1993

Queen D. Michel
Notary

Appendix to Louisiana
Application Form for Certificate of Authority

**Purpose Clause of
CYTEC INDUSTRIES INC.**

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized to do business under the laws of Louisiana.

EXHIBIT A

CYTEC INDUSTRIES INC.

DIRECTORS

DIRECTORS

TERM EXPIRES

DARRYL D. FRY
President and Chief Executive Officer
Cytec Industries Inc.
Five Garret Mountain Plaza
Wayne, New Jersey 07424

1996

HOME ADDRESS

116 Delaware Lane
Franklin Lakes, New Jersey 07417
Social Security #439-08-2897

GENE A. BURNS

1996

Owner
G. A. Burns Company
The Executive Center
560 Sylvan Avenue
Englewood Cliffs, New Jersey 07632-3104

HOME ADDRESS

77 North Saddle Brook Drive
Ho-Ho-Kus, New Jersey 07423
Social Security #136-20-0880

FREDERICK W. ARMSTRONG

1995

477 Paul Avenue
Allendale, New Jersey 07401
Social Security #231-34-7962

WILLIAM P. POWELL

1994

Managing Director
Dillon, Read & Company, Inc.
535 Madison Avenue
New York, New York 10022

HOME ADDRESS

1370 Pelhamdale Avenue
Pelham Manor, New York 10803
Social Security #207-42-5024

ALBERT J. COSTELLO
Chairman of the Board
and Chief Executive Officer
American Cyanamid Company
One Cyanamid Plaza
Wayne, New Jersey 07470
Social Security #061-26-8034

1994

HOME ADDRESS

417 Devonshire Drive
Franklin Lakes, New Jersey 07417

ExDir.A

CYTEC INDUSTRIES INC.

OFFICERS

<u>NAME</u>	<u>TITLE</u>	<u>TERM</u>
DARRYL D. FRY	Chairman of the Board,	One Year
Cytec Industries Inc.	President and Chief	
Five Garret Mountain Plaza	Executive Officer	
West Paterson, New Jersey 07424		

HOME ADDRESS

116 Delaware Lane
Franklin Lakes, New Jersey 07417
Social Security #439-08-2897

STEPHEN M. CRUM	Executive Vice	One Year
Cytec Industries Inc.	President	
Five Garret Mountain Plaza		
West Paterson, New Jersey 07424		

HOME ADDRESS

21 Pheasant Run
Kinnelon, New Jersey 07405
Social Security #091-44-8630

CHARLES A. RUIBAL	Executive Vice	One Year
Cytec Industries Inc.	President	
Five Garret Mountain Plaza		
West Paterson, New Jersey 07424		

HOME ADDRESS

140 James Drive
Ringwood, New Jersey 07456
Social Security #042-38-3853

EDWARD F. JACKMAN	Vice President,	One Year
Five Garret Mountain Plaza	General Counsel & Secretary	
West Paterson, New Jersey 07424		

HOME ADDRESS

744 Albemarle Street
Wyckoff, New Jersey 07481
Social Security #079-38-4589

JAMES P. CRONIN Vice President, and One Year
Cytec Industries Inc. Chief Financial
Five Garret Mountain Plaza Officer
West Paterson, New Jersey 07424

HOME ADDRESS

33 Tower Hill Road
Kinnelon, New Jersey 07405
Social Security #135-48-4558

HAROLD POROSOFF Vice President - One Year
Cytec Industries Inc. Research and Development
Five Garret Mountain Plaza
West Paterson, New Jersey 07424

HOME ADDRESS

22 Olmsted Road
Scarsdale, New York 10583
Social Security #101-36-0319

JAMES W. HIRSCH Vice President - One Year
Cytec Industries Inc. Employee Resources
Five Garret Mountain Plaza
West Paterson, New Jersey 07424

HOME ADDRESS

248 Brookside Avenue
Wyckoff, New Jersey 07481
Social Security #080-34-2619

J. BARRY REID Vice President - One Year
Cytec Industries Inc. Manufacturing
Five Garret Mountain Plaza
West Paterson, New Jersey 07424

HOME ADDRESS

139 Claremont Road
Ridgewood, New Jersey 07450
Social Security #437-11-0831

THOMAS P. WOZNIAK

Treasurer

One

Year

Cytec Industries Inc.

Five Garret Mountain Plaza

West Paterson, New Jersey 07424

HOME ADDRESS


One Admiral Lane

Wilton, Connecticut 06897

Social Security #078-42-6692

Ex8.Off

Cont

MAIL COMPLETED FORM TO: LDEQ/OES/ Environmental Assistance Division/CAS PO Box 4313 Baton Rouge, LA 70821-4313	United States Environmental Protection Agency and STATE OF LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY NOTIFICATION OF HAZARDOUS WASTE ACTIVITY RCRA SUBTITLE C SITE IDENTIFICATION FORM		
1. Reason for Submittal CHOOSE ONLY ONE REASON PER SUBMITTAL	A. Reason for Submittal: <input type="checkbox"/> To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities). <input checked="" type="checkbox"/> To provide subsequent notification (to update site identification information). Or *Restricted Commercial <input type="checkbox"/> As a component of a First RCRA Hazardous Waste Part A Permit Application. <input checked="" type="checkbox"/> As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment # _____). or <input type="checkbox"/> As a component of the Hazardous Waste Report. B. Number of Employees: 450		
2. Site EPA ID Number	EPA ID Number: LAD 008 175 390		
3. Site Name	Legal Name: Cytec Industries Inc.		
4. Site Location (Physical address, NOT PO Box or Route)	Street Address: 10800 River Road		
	City, Town, or Village: Waggaman	State: LA	
	County/Parish Name: Jefferson	Zip Code: 70094	
5. Site Land Type	Site Land Type: <input checked="" type="checkbox"/> Private <input type="checkbox"/> County/Parish <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		
6. North American Industry Classification System (NAICS) Code(s)	A. 325199		B.
	C.		D.
7. Site Mailing Address	Street or P. O. Box: 10800 River Road		
	City, Town, or Village: Westwego		
	State: LA		
	County/Parish Name: Jefferson	Zip Code: 70094	
8. Site Contact Person	First Name: Shawn	MI: D.	Last Name: Ward
	Phone Number: 504.431.6871		Phone Number Extension:
9. Legal Owner and Operator of the Site (see instructions)	A. Name of Site's Legal Owner: Cytec Industries Inc.		Date Became Owner (mm/dd/yyyy): 12/17/1993
	Owner Type: <input checked="" type="checkbox"/> Private <input type="checkbox"/> County/Parish <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		
	B. Name of Site's Operator: Cytec Industries Inc.		Date Became Operator (mm/dd/yyyy): 12/17/1993
	Operator Type: <input checked="" type="checkbox"/> Private <input type="checkbox"/> County/Parish <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		

Type of Regulated Waste Activity (Mark 'X' in the appropriate boxes)

A. Hazardous Waste Activities

1. Generator of Hazardous Waste

(Select one of the following categories)

☒ a. LQG: Greater than 1,000 kg/mo (2,200 lbs.)
Non-acute hazardous waste; or☐ b. SQG: 100 to 1,000 kg/mo (220 - 2,200 lbs.)
Non-acute hazardous waste; or☐ c. CESQG: Less than 100 kg/mo
Non-acute hazardous waste☐ d. NON-GENERATOR

In addition, indicate other generator activities (check all that apply)

☐ e. United States Importer of Hazardous Waste☐ f. Mixed Waste (hazardous and radioactive) Generator

For Items 2 through 6, check all that apply:

☐ 2. Transporter of Hazardous Waste☐ Transfer Facility Status
(Transporter status must be indicated above)☒ 3. Treater, Storer, or Disposer of HW (at your site)
Note: A hazardous waste permit is required for this activity.*Restricted Commercial
☒ Permitted ☐ Interim Status ☐ Proposed☐ 4. Recycler of Hazardous Waste (at your site)

Note: A hazardous waste permit may be required for this activity.

5. Exempt Boiler and/or Industrial Furnace

☐ a. Small Quantity On-site Burner Exemption
☐ b. Smelting, Melting, Refining Furnace Exemption☒ 6. Underground Injection Control

B. Universal Waste Activities (Indicate Activity Type)

☒ 1. Large Quantity Handler of Universal Waste [refer to your State regulations to determine what is regulated]. Indicate types of universal waste generated and/or accumulated at your site. (Check all boxes that apply):

	<u>Generated</u>	<u>Accumulated</u>
a. Batteries	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Pesticides	<input type="checkbox"/>	<input type="checkbox"/>
c. Thermostats	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Antifreeze	<input type="checkbox"/>	<input type="checkbox"/>

☐ 2. Destination Facility for Universal Waste

Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities (Indicate Activity Type)

☐ 1. Used Oil Transporter☐ a. Transporter
☐ b. Transfer Facility☐ 2. Used Oil Processor and/or Re-refiner☐ a. Processor
☐ b. Re-refiner☐ 3. Off-Specification Used Oil Burner☐ 4. Used Oil Fuel Marketer☐ a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
☐ b. Marketer Who First Claims the Used Oil Meets the Specifications☐ 5. Used Oil Fuel Burner
(Indicate Combustion Device(s))☐ Utility Boiler ☐ Industrial Boiler ☐ Industrial Furnace

11. Description of Hazardous Wastes


A. Waste Codes for Federally Regulated Hazardous Wastes. Please list the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more spaces are needed.

D001	D002	D003	D004	D005	D006	D007
D008	D009	D010	D011	D012	D013	D014

D016	D017	D018	D019	D020	D021	D022
D023	D024	D025	D026	D027	D028	D029
D030	D031	D032	D033	D034	D035	D036
D037	D038	D039	D040	D042	D043	F001
F002	F003	F004	F005	F027	K011	K013

NOTE: Waste Codes D001, D002, D003, D007, D008, D018, D035, D038, and D043 are disposed of on-site and/or off-site. All other "D-Listed" waste codes
Are recycled or disposed of off-site.

Waste codes may identify wastes that are generated in lab packs or other small quantities. These wastes codes have been included in this form to allow
storage prior to disposal. These wastes will only be disposed of or recycled off-site.

Signature of owner, operator, or an authorized representative	Name and Official Title (type or print)	Date Signed (mm-dd-yyyy)
	J. S. Gill, President – Building Block Chemicals	10/6/2006

NOTE: Although all waste codes were entered into the electronic database, a printed copy of the SITE ID form from the database does not include all waste codes noted. The complete list of waste codes for Cytec Industries Fortier Plant is therefore included below for completeness.

11. DESCRIPTION OF REGULATED WASTES

A. Waste codes for Federally Regulated Hazardous Wastes.

D001	D002	D003	D004*	D005*	D006*	D007	D008	D009*	D010*
D011*	D012*	D013*	D014*	D016*	D017*	D018	D019*	D020*	D021*
D022*	D023*	D024*	D025*	D026*	D027*	D028*	D029*	D030*	D031*
D032*	D033*	D034*	D035	D036*	D037*	D038	D039*	D040*	D042*
D043	F001	F002	F003	F004*	F005	F027*	K011	K013	P001*
P002*	P003*	P004*	P005*	P006*	P007*	P008*	P009*	P010*	P011*
P012*	P013*	P014*	P015*	P016*	P017*	P018*	P020*	P021*	P022*
P023*	P024*	P026*	P027*	P028*	P029*	P030	P031*	P033*	P034*
P036*	P037*	P038*	P039*	P040*	P041*	P042*	P043*	P044*	P045*
P046*	P047*	P048*	P049*	P050*	P051*	P054*	P056*	P057*	P058*
P059*	P060*	P062*	P063	P064*	P065*	P066*	P067*	P068*	P069
P070*	P071*	P072*	P073*	P074*	P075*	P076*	P077*	P078*	P081*
P082*	P084*	P085*	P087*	P088*	P089*	P092*	P093*	P094*	P095*
P096*	P097*	P098*	P099*	P101*	P102*	P103*	P104*	P105*	P106*
P108*	P109*	P110*	P111*	P112*	P113*	P114*	P115*	P116*	P118*
P119*	P120*	P121*	P122*	P123*	U001*	U002	U003	U004*	U005*
U006*	U007	U008	U009	U010*	U011*	U012*	U014*	U015*	U016*
U017*	U018*	U019*	U020*	U021*	U022*	U023*	U024*	U025*	U026*
U027*	U028*	U029*	U030*	U031*	U032*	U033*	U034*	U035*	U036*
U037*	U038*	U039*	U041*	U042*	U043*	U044*	U045*	U046*	U047*
U048*	U049*	U050*	U051*	U052*	U053*	U055*	U056*	U057*	U058*
U059*	U060*	U061*	U062*	U063*	U064*	U066*	U067*	U068*	U069*
U070*	U071*	U072*	U073*	U074*	U075*	U076*	U077*	U078*	U079*
U080*	U081*	U082*	U083*	U084*	U085*	U086*	U087*	U088*	U089*
U090*	U091*	U092	U093*	U094*	U095*	U096*	U097*	U098*	U099*
U101*	U102*	U103*	U105*	U106*	U107*	U108*	U109*	U110*	U111*
U112*	U113*	U114*	U115*	U116*	U117*	U118*	U119*	U120*	U121*
U122	U123	U124*	U125*	U126*	U127*	U128*	U129*	U130*	U131*
U132*	U133*	U134*	U135*	U136*	U137*	U138*	U140*	U141*	U142*
U143*	U144*	U145*	U146*	U147*	U148*	U149*	U150*	U151*	U152*
U153*	U154	U155*	U156*	U157*	U158*	U159*	U160*	U161*	U162
U163*	U164*	U165*	U166*	U167*	U168*	U169*	U170*	U171*	U172*
U173*	U174*	U176*	U177*	U178*	U179*	U180*	U181*	U182*	U183*
U184*	U185*	U186*	U187*	U188*	U189*	U190*	U191*	U192*	U193*
U194*	U196*	U197*	U200*	U201*	U202*	U203*	U204*	U205*	U206*
U207*	U208*	U209*	U210*	U211*	U213*	U214*	U215*	U216*	U217*
U218*	U219*	U220	U221*	U222*	U223*	U225*	U226*	U227*	U228*
U234*	U235*	U236*	U237*	U238*	U239*	U240*	U243*	U244*	U246*
U247*	U248*	U249*	U328*	U353*	U359*				

Comments:

1. Waste codes D001, D002, D003, D007, D008, D018, D035, D038, and D043 are disposed of on-site and/or off-site. All other "D-Listed" waste codes are recycled or disposed of off-site.
2. Listed hazardous wastes, P063 and U092, are no longer routinely generated as discarded commercial chemical products, but under LAC 33:V.109 are included in characterizations for Deep Well Back Wash residues sent off-site for disposal. Additionally, there is the potential to generate these wastes in lab packs or small quantities.
3. Wastes denoted with an asterisk have not routinely, if ever, been generated at Fortier. However, these waste codes may identify wastes that are generated in lab packs or other small quantities. These waste codes have been included in this notification to allow storage prior to disposal. These wastes will only be disposed of or recycled off-site.

SEND COMPLETED FORM TO: The Appropriate State or EPA Regional Office.	United States Environmental Protection Agency RCRA SUBTITLE C SITE IDENTIFICATION FORM		
1. Reason for Submittal (See instructions on page 14.) MARK ALL BOX(ES) THAT APPLY	Reason for Submittal: <input type="checkbox"/> To provide Initial Notification of Regulated Waste Activity (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities) <input type="checkbox"/> To provide Subsequent Notification of Regulated Waste Activity (to update site identification information) (Restricted Commercial Status) <input type="checkbox"/> As a component of a First RCRA Hazardous Waste Part A Permit Application <input type="checkbox"/> As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment #_____) <input type="checkbox"/> As a component of the Hazardous Waste Report		
2. Site EPA ID Number (page 15)	EPA ID Number L A D 0 0 8 1 7 5 3 9 0		
3. Site Name (page 15)	Name: Cytec Industries Inc.		
4. Site Location Information (page 15)	Street Address: 10800 River Road		
	City, Town, or Village: Waggaman		State: LA
	County Name: Jefferson Parish		Zip Code: 70094
5. Site Land Type (page 15)	Site Land Type: <input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		
6. North American Industry Classification System (NAICS) Code(s) for the Site (page 15)	A. 3 2 5 1 9 9		B. _ _ _ _ _
	C. _ _ _ _ _		D. _ _ _ _ _
7. Site Mailing Address (page 16)	Street or P. O. Box: 10800 River Road		
	City, Town, or Village: Westwego		
	State: LA		
	Country: USA		Zip Code: 70094
8. Site Contact Person (page 16)	First Name: Shawn		MI: D. Last Name: Ward
	Phone Number: 504-431-6871 Extension:		Email address: Shawn.Ward@cytec.com
9. Operator and Legal Owner of the Site (pages 16 and 17)	A. Name of Site's Operator: Cytec Industries Inc.		Date Became Operator (mm/dd/yyyy): 12/17/1993
	Operator Type: <input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		
	B. Name of Site's Legal Owner: Cytec Industries Inc.		Date Became Owner (mm/dd/yyyy): 12/17/1993
	Owner Type: <input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Indian <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other		

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9. Legal Owner (Continued) Address	Street or P. O. Box: 10800 River Road	
	City, Town, or Village: Westwego	
	State: LA	
	Country: USA	Zip Code: 70094

10. Type of Regulated Waste Activity

Mark "Yes" or "No" for all activities; complete any additional boxes as instructed. (See instructions on pages 18 to 21.)

A. Hazardous Waste Activities

Complete all parts for 1 through 6.

Y ☒ N ☐ 1. Generator of Hazardous Waste

If "Yes", choose only one of the following - a, b, or c.

☒ a. LQG: Greater than 1,000 kg/mo (2,200 lbs./mo.)
of non-acute hazardous waste; or☐ b. SQG: 100 to 1,000 kg/mo (220 - 2,200 lbs./mo.)
of non-acute hazardous waste; or☐ c. CESQG: Less than 100 kg/mo (220 lbs./mo.)
of non-acute hazardous waste

In addition, indicate other generator activities.

Y ☐ N ☐ d. United States Importer of Hazardous WasteY ☐ N ☐ e. Mixed Waste (hazardous and radioactive) GeneratorY ☐ N ☐ 2. Transporter of Hazardous WasteY ☒ N ☐ 3. Treater, Storer, or Disposer of

Hazardous Waste (at your site) Note:

A hazardous waste permit is required for
this activity.

* (Restricted Commercial)

Y ☐ N ☐ 4. Recycler of Hazardous Waste (at your
site)Y ☐ N ☐ 5. Exempt Boiler and/or Industrial
Furnace

If "Yes", mark each that applies.

☐ a. Small Quantity On-site Burner
Exemption☐ b. Smelting, Melting, and Refining
Furnace ExemptionY ☒ N ☐ 6. Underground Injection Control

B. Universal Waste Activities

Y ☒ N ☐ 1. Large Quantity Handler of Universal Waste (accumulate
5,000 kg or more) [refer to your State regulations to
determine what is regulated]. Indicate types of universal
waste generated and/or accumulated at your site. If "Yes",
mark all boxes that apply:

	<u>Generate</u>	<u>Accumulate</u>
a. Batteries	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Pesticides	<input type="checkbox"/>	<input type="checkbox"/>
c. Thermostats	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
f. Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
g. Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>

Y ☐ N ☐ 2. Destination Facility for Universal Waste

Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities

Mark all boxes that apply.

Y ☐ N ☐ 1. Used Oil Transporter

If "Yes", mark each that applies.

☐ a. Transporter☐ b. Transfer FacilityY ☐ N ☐ 2. Used Oil Processor and/or Re-refiner

If "Yes", mark each that applies.

☐ a. Processor☐ b. Re-refinerY ☐ N ☐ 3. Off-Specification Used Oil BurnerY ☐ N ☐ 4. Used Oil Fuel Marketer

If "Yes", mark each that applies.

☐ a. Marketer Who Directs Shipment of
Off-Specification Used Oil to
Off-Specification Used Oil Burner☐ b. Marketer Who First Claims the
Used Oil Meets the Specifications

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11. Description of Hazardous Wastes (See instructions on page 22.)

A. Waste Codes for Federally Regulated Hazardous Wastes. Please list the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more spaces are needed.

D001	D002	D003	D004	D005	D006	D007
D008	D009	D010	D011	D012	D013	D014

B. Waste Codes for State-Regulated (i.e., non-Federal) Hazardous Wastes. Please list the waste codes of the State-regulated hazardous wastes handled at your site. List them in the order they are presented in the regulations. Use an additional page if more spaces are needed for waste codes.

D016	D017	D018	D019	D020	D021	D022
D023	D024	D025	D026	D027	D028	D029
D030	D031	D032	D033	D034	D035	D036

12. Comments (See instructions on page 22.)

NOTE: Waste Codes D001, D002, D003, D007, D008, D018, D035, D038, and D043 are disposed of on-site and/or off-site. All other "D-Listed" waste codes are recycled or disposed of off-site.

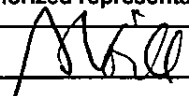
Waste codes may identify wastes that are generated in lab packs or other small quantities. These waste codes may have been included in this form to allow storage prior to disposal. These wastes will only be disposed of or recycled off-site.

Section 11, Box A, P001, P002, P003, P004, P005, P006, P007, P008, P009, P010, P011, P012, P013, P014, P015, P016, P017, P018, P020, P021, P022, P023, P024, P026, P027, P028, P029, P030, P031, P033, P034, P036, P037, P038, P039, P040, P041, P042, P043, P044, P045, P046, P047, P048, P049, P050, P051, P054, P056, P057, P058, P059, P060

13. Certification. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

For the RCRA Hazardous Waste Part A Permit Application, all operator(s) and owner(s) must sign (see 40 CFR 270.10 (b) and 270.11).

(See instructions on page 22.)

Signature of operator, owner, or an authorized representative	Name and Official Title (type or print)	Date Signed (mm/dd/yyyy)
	J. S. Gill, President - Building Block Chemicals	10/06/2005

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X. OTHER ENVIRONMENTAL PERMITS (CONTINUED)

UIC Permit

The Fortier Plant operates five Class I disposal wells which are permitted by the State of Louisiana, Department of Natural Resources Office of Conservation (Permit No. 93-07WD). Additionally, EPA granted American Cyanamid (presently Cytec Industries Inc.) an exemption to the Land Disposal Restrictions for deepwell disposal into the 3,000 foot sand on 10/31/90. LDEQ granted final approval of Cytec's Exemption Petition to Land Disposal Restrictions on August 8, 1996. The Department of Natural Resources issued a new permit to operate five injection wells on February 4, 2004.

Groundwater Certifications

- GW #92-264, Methanol Unit, May 8, 1992
- GW #93-076, Sulfuric Acid Regen Plant, October 28, 1992
- GW #93-174, Methanol Tank Farm and Rail Loading Facility, May 6, 1993
- GW #93-134, Acrylonitrile Plant Expansion, May 6, 1993;
- GW #93-197, Methyl Methacrylate Plant, May 18, 1993
- GW #95-062, Acrylamide (AMD) Aboveground Storage Tanks, September 30, 1994
- GW #95-160, New Acrylonitrile Storage Tank, February 17, 1995

United States Environmental Protection Agency

HAZARDOUS WASTE PERMIT INFORMATION FORM

1. Facility Permit Contact (See instructions on page 23)	First Name: Shawn	MI: D.	Last Name: Ward
	Phone Number: 504-431-6871		Phone Number Extension:
2. Facility Permit Contact Mailing Address (See instructions on page 23)	Street or P.O. Box: 10800 River Road		
	City, Town, or Village: Westwego		
	State: LA		
	Country: USA	Zip Code: 70094	
3. Operator Mailing Address and Telephone Number (See instructions on page 23)	Street or P.O. Box:		
	City, Town, or Village:		
	State:		
	Country:	Zip Code:	Phone Number
4. Legal Owner Mailing Address and Telephone Number (See instructions on page 23)	Street or P.O. Box: Five Garret Mountain Plaza		
	City, Town, or Village: West Paterson		
	State: NJ		
	Country: USA	Zip Code: 07424	Phone Number 973-357-3100
5. Facility Existence Date (See instructions on page 24)	Facility Existence Date (mm/dd/yyyy): 12/17/1993		
6. Other Environmental Permits (See instructions on page 24)			
A. Permit Type (Enter code)	B. Permit Number		C. Description
N	L A 0 0 0 4 3 6 7		Current LPDES Permit
P	(See Page 1A)		Air Emission Permits (See Page 1A)
R	L A D 0 0 8 1 7 5 3 9 0 M		0-2 RCRA Hazardous Waste Operation
R	L A D 0 0 8 1 7 5 3 9 0 P		C-01
U	I M D 2 0 0 4 - 0 1 W D		UIC Permit (See Page 1B)
7. Nature of Business (Provide a brief description; see instructions on page 24)			
E E	D - 051-0807 (P-001) LDEQ (Closed Sanitary Landfill) (See Page 1B)		

CYTEC INDUSTRIES INC.
FORTIER FACILITY (Agency Interest No. 1357)

TITLE V AND OTHER PERMIT LISTINGS AND EXPIRATION DATE

PLANT	PERMIT TYPE	PERMIT ISSUANCE	PERMIT NO.	PERMIT EXPIRATION	RENEWAL DUE	CURRENT STATUS
ACID	State Permit	12/5/1994	594 (M-2)	*N/A	N/A	Superseded by Title V
	PSD Permit NOx	12/5/1994	PSD-LA-575 (M-1)	*N/A	N/A	Active
	Title V Permit	4/28/2005	594-V0	4/28/2010	10/30/2009	Active
	PSD Permit SO2	5/25/1976	PSD-LA-2	*N/A	N/A	Active
Acrylonitrile	Title V Permit	1/13/2002	2195-VO	1/13/2007	7/17/2006	Active
	PSD Permit NOx Air Variance Diesel Generator	3/4/1998	PSD-LA-576 (M-1) PER20050006	*N/A 7/31/2005	N/A	(Timely Renewal App. Submitted) Active
Acrylamide	Title V Permit	9/25/2003	2107-VO	9/25/2008	3/29/2008	Active
AMEL	Title V Permit	2/20/2004	1981-VO	2/20/2009	8/24/2008	Active/Amended 8/19/2004
	Air Variance Diesel Compressor		PER20040015	6/30/2005		
Maintenance	Title V Permit	4/27/1999	2236-VO	4/27/2004	10/30/2003	Administratively Continued (Timely Renewal App. Submitted)
Utilities	Title V Permit	12/16/2005	2306-V1	12/16/2010	6/19/2010	Active

***NOTE** State of Louisiana permits do not expire unless superseded by modification
PSD permits do not expire unless superseded by modification

**Ammonia and Methanol Plants are shutdown. Each was operating under a State of Louisiana permit.
The Methanol Plant issued a PSD permit for NOx on 9/8/1992 (PSD-LA-574)**

8. Process Codes and Design Capacities (See instructions on page 24) - Enter information in the Sections on Form Page 3.

A. PROCESS CODE - Enter the code from the list of process codes in the table below that best describes each process to be used at the facility. Fifteen lines are provided for entering codes. If more lines are needed, attach a separate sheet of paper with the additional information. For "other" processes (i.e., D99, S99, T04 and X99), enter the process information in Item 9 (including a description).

B. PROCESS DESIGN CAPACITY - For each code entered in Section A, enter the capacity of the process.

- 1. AMOUNT** - Enter the amount. In a case where design capacity is not applicable (such as in a closure/post-closure or enforcement action) enter the total amount of waste for that process.
- 2. UNIT OF MEASURE** - For each amount entered in Section B(1), enter the code in Section B(2) from the list of unit of measure codes below that describes the unit of measure used. Select only from the units of measure in this list.

C. PROCESS TOTAL NUMBER OF UNITS - Enter the total number of units for each corresponding process code.

PROCESS CODE	PROCESS	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY	PROCESS CODE	PROCESS	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
	<u>Disposal:</u>			<u>Treatment (continued):</u>	
D79	Underground Injection Well Disposal	Gallons; Liters; Gallons Per Day; or Liters Per Day	T81	Cement Kiln	For T81-T93:
D80	Landfill	Acre-feet; Hectare-meter; Acres; Cubic Meters; Hectares; Cubic Yards	T82	Lime Kiln	
D81	Land Treatment	Acres or Hectares	T83	Aggregate Kiln	Gallons Per Day; Liters Per Day; Pounds
D82	Ocean Disposal	Gallons Per Day or Liters Per Day	T84	Phosphate Kiln	Per Hour; Short Tons Per Hour; Kilograms
D83	Surface Impoundment Disposal	Gallons; Liters; Cubic Meters; or Cubic Yards	T85	Coke Oven	Per Hour; Metric Tons Per Day; Metric
D99	Other Disposal	Any Unit of Measure in Code Table Below	T86	Blast Furnace	Tons Per Hour; Short Tons Per Day; Btu
	<u>Storage:</u>				Per
S01	Container	Gallons; Liters; Cubic Meters; or Cubic Yards	T87	Smelting, Melting, or Refining Furnace	Hour; Liters Per Hour; Kilograms Per
S02	Tank Storage	Gallons; Liters; Cubic Meters; or Cubic Yards	T88	Titanium Dioxide Chloride Oxidation Reactor	Hour; or Million Btu Per Hour
S03	Waste Pile	Cubic Yards or Cubic Meters	T89	Methane Reforming Furnace	
S04	Surface Impoundment Storage	Gallons; Liters; Cubic Meters; or Cubic Yards	T90	Pulping Liquor Recovery Furnace	
S05	Drip Pad	Gallons; Liters; Acres; Cubic Meters; Hectares; or Cubic Yards	T91	Combustion Device Used In The Recovery Of Sulfur Values From Spent Sulfuric Acid	
S06	Containment Building Storage	Cubic Yards or Cubic Meters	T92	Halogen Acid Furnaces	
S99	Other Storage	Any Unit of Measure in Code Table Below	T93	Other Industrial Furnaces Listed In 40 CFR §260.10	
	<u>Treatment:</u>				
T01	Tank Treatment	Gallons Per Day; Liters Per Day	T94	Containment Building - Treatment	Cubic Yards; Cubic Meters; Short Tons Per
T02	Surface Impoundment Treatment	Gallons Per Day; Liters Per Day			Hour; Gallons Per Hour; Liters Per Hour;
T03	Inclinator	Short Tons Per Hour; Metric Tons Per Hour; Gallons Per Hour; Liters Per Hour; Btu Per Hour; Pounds Per Hour; Short Tons Per Day; Kilograms Per Hour; Gallons Per Day; Liters Per Day; Metric Tons Per Hour; or Million Btu Per Hour			Btu Per Hour; Pounds Per Hour; Short Tons
T04	Other Treatment	Gallons Per Day; Liters Per Day; Pounds Per Hour; Short Tons Per Hour; Kilograms Per Hour; Metric Tons Per Day; Metric Tons Per Hour; Short Tons Per Day; Btu Per Hour; Gallons Per Day; Liters Per Hour; or Million Btu Per Hour			Per Day; Kilograms Per Hour; Metric Tons
T80	Boiler	Gallons; Liters; Gallons Per Hour; Liters Per Hour; Btu Per Hour; or Million Btu Per Hour			Per Day; Gallons Per Day; Liters Per Day;
				<u>Miscellaneous (Subpart X):</u>	Metric Tons Per Hour; or Million Btu Per
			X01	Open Burning/Open Detonation	Hour
			X02	Mechanical Processing	Any Unit of Measure in Code Table Below
			X03	Thermal Unit	Short Tons Per Hour; Metric Tons Per
					Hour; Short Tons Per Day; Metric Tons Per
					Day; Pounds Per Hour; Kilograms Per
					Hour; Gallons Per Hour; Liters Per Hour;
					or Gallons Per Day
			X04	Geologic Repository	Gallons Per Day; Liters Per Day; Pounds
					Per Hour; Short Tons Per Hour; Kilograms
					Per Hour; Metric Tons Per Day; Metric
					Tons Per Hour; Short Tons Per Day; Btu
					Per Hour; or Million Btu Per Hour
			X99	Other Subpart X	Cubic Yards; Cubic Meters; Acre-feet;
					Hectare-meter; Gallons; or Liters
					Any Unit of Measure Listed Below

UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE CODE
Gallons.....	G	Short Tons Per Hour.....	D	Cubic Yards.....	Y
Gallons Per Hour.....	E	Metric Tons Per Hour.....	W	Cubic Meters.....	C
Gallons Per Day.....	U	Short Tons Per Day.....	N	Acres.....	B
Liters.....	L	Metric Tons Per Day.....	S	Acre-feet.....	A
Liters Per Hour.....	H	Pounds Per Hour.....	J	Hectares.....	Q
Liters Per Day.....	V	Kilograms Per Hour.....	R	Hectare-meter.....	F
		Million Btu Per Hour.....	X	Btu Per Hour.....	I

8. Process Codes and Design Capacities (Continued)

EXAMPLE FOR COMPLETING Item 8 (shown in line number X-1 below): A facility has a storage tank, which can hold 533.788 gallons.

Line Number	A. Process Code (From list above)			B. PROCESS DESIGN CAPACITY		C. Process Total Number of Units	For Official Use Only					
	(1) Amount (Specify)	(2) Unit of Measure (Enter code)										
X 1	S	0	2	5 3 3 . 7 8 8	G	0 0 1						
1	D	7	9	2,160,000 . 000	U	0 0 4						
2	D	7	9	2,160,000 . 000	U	0 0 1						
3	S	0	1	240 . 000	Y	0 0 1						
4	T	0	1	4,176,000 . 000	U	0 1 1						
5	T	0	4	4,176,000 . 000	U	0 0 3						
6												
7												
8				NOTE: (See Page 3A for additional information.)								
9												
1 0												
1 1												
1 2												
1 3												
1 4												
1 5												

NOTE: If you need to list more than 15 process codes, attach an additional sheet(s) with the information in the same format as above. Number the lines sequentially, taking into account any lines that will be used for "other" processes (i.e., D99, S99, T04 and X99) in Item 9.

9. Other Processes (See Instructions on page 25 and follow instructions from Item 8 for D99, S99, T04 and X99 process codes)

Line Number (Enter #s in sequence with Item 8)	A. Process Code (From list above)			B. PROCESS DESIGN CAPACITY		C. Process Total Number of Units	D. Description of Process
	(1) Amount (Specify)	(2) Unit of Measure (Enter code)					
X 2	T	0	4	1 0 0 . 0 0 0	U	0 0 1	In-situ Vitrification
1	T	0	4	4,176,000 . 000	U	0 0 3	(See Page 3A for additional information)

10. Description of Hazardous Wastes (See instructions on page 25) - Enter information in the Sections on Form Page 5.

A. EPA HAZARDOUS WASTE NUMBER - Enter the four-digit number from 40 CFR, Part 261 Subpart D of each listed hazardous waste you will handle. For hazardous wastes which are not listed in 40 CFR, Part 261 Subpart D, enter the four-digit number(s) from 40 CFR Part 261, Subpart C that describes the characteristics and/or the toxic contaminants of those hazardous wastes.

B. ESTIMATED ANNUAL QUANTITY - For each listed waste entered in Section A, estimate the quantity of that waste that will be handled on an annual basis. For each characteristic or toxic contaminant entered in Section A, estimate the total annual quantity of all the non-listed waste(s) that will be handled which possess that characteristic or contaminant.

C. UNIT OF MEASURE - For each quantity entered in Section B, enter the unit of measure code. Units of measure which must be used and the appropriate codes are:

ENGLISH UNIT OF MEASURE	CODE	METRIC UNIT OF MEASURE	CODE
POUNDS	P	KILOGRAMS	K
TONS	T	METRIC TONS	M

If facility records use any other unit of measure for quantity, the units of measure must be converted into one of the required units of measure, taking into account the appropriate density or specific gravity of the waste.

D. PROCESSES**1. PROCESS CODES:**

For listed hazardous waste: For each listed hazardous waste entered in Section A, select the code(s) from the list of process codes contained in Items 8A and 9A on page 3 to indicate all the processes that will be used to store, treat, and/or dispose of all the listed hazardous wastes.

For non-listed hazardous waste: For each characteristic or toxic contaminant entered in Section A, select the code(s) from the list of process codes contained in Items 8A and 9A on page 3 to indicate all the processes that will be used to store, treat, and/or dispose of all the non-listed hazardous wastes that possess that characteristic or toxic contaminant.

NOTE: THREE SPACES ARE PROVIDED FOR ENTERING PROCESS CODES. IF MORE ARE NEEDED:

1. Enter the first two as described above.
2. Enter "000" in the extreme right box of Item 10.D(1).
3. Use additional sheet, enter line number from previous sheet, and enter additional code(s) in Item 10.E.

2. PROCESS DESCRIPTION: If a code is not listed for a process that will be used, describe the process in Item 10.D(2) or in Item 10.E(2).

NOTE: HAZARDOUS WASTES DESCRIBED BY MORE THAN ONE EPA HAZARDOUS WASTE NUMBER - Hazardous wastes that can be described by more than one EPA Hazardous Waste Number shall be described on the form as follows:

1. Select one of the EPA Hazardous Waste Numbers and enter it in Section A. On the same line complete Sections B, C and D by estimating the total annual quantity of the waste and describing all the processes to be used to treat, store, and/or dispose of the waste.
2. In Section A of the next line enter the other EPA Hazardous Waste Number that can be used to describe the waste. In Section D(2) on that line enter "included with above" and make no other entries on that line.
3. Repeat step 2 for each EPA Hazardous Waste Number that can be used to describe the hazardous waste.

EXAMPLE FOR COMPLETING Item 10 (shown in line numbers X-1, X-2, X-3, and X-4 below) - A facility will treat and dispose of an estimated 900 pounds per year of chrome shavings from leather tanning and finishing operations. In addition, the facility will treat and dispose of three non-listed wastes. Two wastes are corrosive only and there will be an estimated 200 pounds per year of each waste. The other waste is corrosive and ignitable and there will be an estimated 100 pounds per year of that waste. Treatment will be in an incinerator and disposal will be in a landfill.

Line Number		A. EPA Hazardous Waste No. (Enter code)				B. Estimated Annual Quantity of Waste	C. Unit of Measure (Enter code)	D. PROCESSES									
								(1) PROCESS CODES (Enter code)								(2) PROCESS DESCRIPTION- (If a code is not entered in D(1))	
X	1	K	0	5	4	900	P	T	0	3	D	8	0				
X	2	D	0	0	2	400	P	T	0	3	D	8	0				
X	3	D	0	0	1	100	P	T	0	3	D	8	0				
X	4	D	0	0	2												Included With Above

10. Description of Hazardous Wastes (Continued. Use the Additional Sheet(s) as necessary; number pages as 5 a, etc.)

Line Number	A. EPA Hazardous Waste No. (Enter code)	B. Estimated Annual Quantity of Waste	C. Unit of Measure (Enter code)	D. PROCESSES										(2) PROCESS DESCRIPTION (If a code is not entered in D(1))
				(1) PROCESS CODES (Enter code)										
1	(See Pages 5A through 5K)													
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
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37														
38														
39														

XII: PROCESS CODES AND DESIGN CAPABILITIES (CONTINUED)

PROCESS DESCRIPTIONS				
Process	Code	Equipment Identification	Nominal Capacity ⁽¹⁾	Units
Underground Injection Disposal ⁽²⁾	D79 D79	Underground Injection Well No. 1, 2, 3, 5 Underground Injection Well No. 4B	2,160,000 2,160,000	Gals/Day Gals/Day
Container Storage	S01	Container Storage Building: Drum Storage Rolloff Bin Storage	23,760 120	Gallons Cubic Yards
Tank Treatment	T01	Catalyst Settling Tank (TA-403) Primary Filter Feed Tank (TA-404) Secondary Filter Feed Tank (MF-307) WWCB Well Injection Tank (TA-402) North WWCB Backwash Tank South WWCB Backwash Tank MET NSB/RCB Backwash Tank (100-6) MET 1 Tank MET 2 Tank MET Injection Tank (T-500)	60,000 60,000 95,000 10,000 150,000 150,000 19,000 1,000,000 2,000,000 60,000	Gallons Gallons Gallons Gallons Gallons Gallons Gallons Gallons Gallons Gallons
Subtotal			3,604,000	Gallons(4)
Other Treatment (5)	T04	WWCB Filter System: Primary Sand Filters (2 filters) Secondary Sand Filters (2 filters) Cartridge Filters (4 filters) RCB (formerly NSB) Sand Filter System (3 filters) Miscellaneous Effluent Sand Filter System (4 filters)	648,000 648,000 2,880,000	Gals/Day Gals/Day Gals/Day
Subtotal			4,176,000	Gals/Day

(1) The "calculated capacity" can vary by as much as 10% from the "nominal capacity."

(2) Five (5) underground injection wells presently exist to dispose of waste into unconsolidated sand strata which cannot be fractured. On October 31, 1990, the EPA approved Cytec's petition for exemption to the Land Disposal Restrictions imposed by the Hazardous and Solid Waste Amendments of 1984 to the Resource Conservation and Recovery Act. Additionally, the wells are regulated by the Louisiana Department of Natural Resources. The exemption to the Land Disposal Restrictions for deepwell disposal requires that Cytec not exceed a cumulative waste volume of 64,800,000 gallons per month of restricted hazardous waste injected into 3,000 ft. sand, located at a depth between 2,980 and 3,220 feet. LDEQ additionally approved Cytec's deepwell land ban exemption petition on May 6, 1994.

(3) EPA exemption limits applicable to underground injection of restricted hazardous wastes.

(4) Total treatment system throughput is 4,176,000 gals/day, with individual tank capacities as noted.

(5) Various sand and cartridge filter systems presently exist as portions of the three (3) injection well pretreatment systems. The Waste Water Column Bottoms (WWCB) pretreatment system includes two sand filter systems, consisting of two filters apiece, and one cartridge filter system containing four filters (450 gpm). The recovery column bottoms (RCB) pretreatment system includes one sand filter system consisting of three filters (450 gpm). The miscellaneous effluent (MET) pretreatment system is inclusive of one sand filter system, consisting of four sand filters total (2,000 gpm).

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
1.	D001	1,500,000	T	S01	T01	000	Recovery Column Bottoms (formerly NSB) and Miscellaneous Effluent (MET)
2.	D002						Included with above
3.	D003						"
4.	D007						"
5.	D008						"
6.	D018						"
7.	D035						"
8.	D038						"
9.	D043						"
10.	F001						"
11.	F002						"
12.	F003						"
13.	F005						"
14.	K011						"
15.	K013						"
16.	P030						"
17.	P063						"
18.	P069						"
19.	U002						"
20.	U003						"
21.	U007						"
22.	U008						"
23.	U009						"
24.	U092						"
25.	U154						"
26.	U162						"
27.	U220						"
28.	D002	100,000	T	S01	D79		Waste Acid
29.	D003	700,000	T	S01	T01	000	Waste Water Column Bottoms
30.	D018					000	Included with above
31.	D038						"
32.	K011						"
33.	D001	1,000	T	S01			Container Storage Building
34.	D002						Included with above
35.	D003						"
36.	D004						"
37.	D005						"
38.	D006						"
39.	D007						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
40.	D008						"
41.	D009						"
42.	D010						"
43.	D011						"
44.	D012						"
45.	D013						"
46.	D014						"
47.	D016						"
48.	D017						"
49.	D018						"
50.	D019						"
51.	D020						"
52.	D021						"
53.	D022						"
54.	D023						"
55.	D024						"
56.	D025						"
57.	D026						"
58.	D027						"
59.	D028						"
60.	D029						"
61.	D030						"
62.	D031						"
63.	D032						"
64.	D033						"
65.	D034						"
66.	D035						"
67.	D036						"
68.	D037						"
69.	D038						"
70.	D039						"
71.	D040						"
72.	D042						"
73.	D043						"
74.	F001						"
75.	F002						"
76.	F003						"
77.	F004						"
78.	F005						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
79.	F027						"
80.	K011						"
81.	K013						"
82.	P001						"
83.	P002						"
84.	P003						"
85.	P004						"
86.	P005						"
87.	P006						"
88.	P007						"
89.	P008						"
90.	P009						"
91.	P010						"
92.	P011						"
93.	P012						"
94.	P013						"
95.	P014						"
96.	P015						"
97.	P016						"
98.	P017						"
99.	P018						"
100.	P020						"
101.	P021						"
102.	P022						"
103.	P023						"
104.	P024						"
105.	P026						"
106.	P027						"
107.	P028						"
108.	P029						"
109.	P030						"
110.	P031						"
111.	P033						"
112.	P034						"
113.	P036						"
114.	P037						"
115.	P038						"
116.	P039						"
117.	P040						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
118.	P041						"
119.	P042						"
120.	P043						"
121.	P044						"
122.	P045						"
123.	P046						"
124.	P047						"
125.	P048						"
126.	P049						"
127.	P050						"
128.	P051						"
129.	P054						"
130.	P056						"
131.	P057						"
132.	P058						"
133.	P059						"
134.	P060						"
135.	P062						"
136.	P063						"
137.	P064						"
138.	P065						"
139.	P066						"
140.	P067						"
141.	P068						"
142.	P069						"
143.	P070						"
144.	P071						"
145.	P072						"
146.	P073						"
147.	P074						"
148.	P075						"
149.	P076						"
150.	P077						"
151.	P078						"
152.	P081						"
153.	P082						"
154.	P084						"
155.	P085						"
156.	P087						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
157.	P088						"
158.	P089						"
159.	P092						"
160.	P093						"
161.	P094						"
162.	P095						"
163.	P096						"
164.	P097						"
165.	P098						"
166.	P099						"
167.	P101						"
168.	P102						"
169.	P103						"
170.	P104						"
171.	P105						"
172.	P106						"
173.	P108						"
174.	P109						"
175.	P110						"
176.	P111						"
177.	P112						"
178.	P113						"
179.	P114						"
180.	P115						"
181.	P116						"
182.	P118						"
183.	P119						"
184.	P120						"
185.	P121						"
186.	P122						"
187.	P123						"
188.	U001						"
189.	U002						"
190.	U003						"
191.	U004						"
192.	U005						"
193.	U006						"
194.	U007						"
195.	U008						"

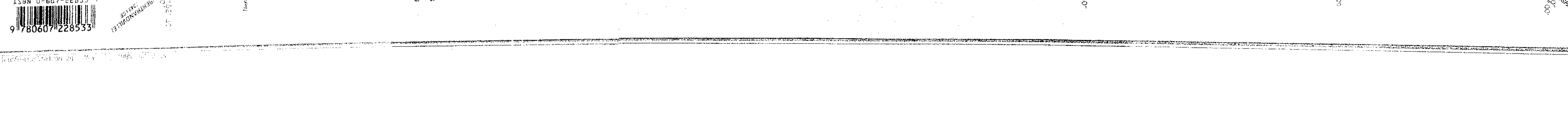
Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
196.	U009						
197.	U010						"
198.	U011						"
199.	U012						"
200.	U014						"
201.	U015						"
202.	U016						"
203.	U017						"
204.	U018						"
205.	U019						"
206.	U020						"
207.	U021						"
208.	U022						"
209.	U023						"
210.	U024						"
211.	U025						"
212.	U026						"
213.	U027						"
214.	U028						"
215.	U029						"
216.	U030						"
217.	U031						"
218.	U032						"
219.	U033						"
220.	U034						"
221.	U035						"
222.	U036						"
223.	U037						"
224.	U038						"
225.	U039						"
226.	U041						"
227.	U042						"
228.	U043						"
229.	U044						"
230.	U045						"
231.	U046						"
232.	U047						"
233.	U048						"
234.	U049						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
235.	U050						"
236.	U051						"
237.	U052						"
238.	U053						"
239.	U055						"
240.	U056						"
241.	U057						"
242.	U058						"
243.	U059						"
244.	U060						"
245.	U061						"
246.	U062						"
247.	U063						"
248.	U064						"
249.	U066						"
250.	U067						"
251.	U068						"
252.	U069						"
253.	U070						"
254.	U071						"
255.	U072						"
256.	U073						"
257.	U074						"
258.	U075						"
259.	U076						"
260.	U077						"
261.	U078						"
262.	U079						"
263.	U080						"
264.	U081						"
265.	U082						"
266.	U083						"
267.	U084						"
268.	U085						"
269.	U086						"
270.	U087						"
271.	U088						"
272.	U089						"
273.	U090						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
274.	U091						"
275.	U092						"
276.	U093						"
277.	U094						"
278.	U095						"
279.	U096						"
280.	U097						"
281.	U098						"
282.	U099						"
283.	U101						"
284.	U102						"
285.	U103						"
286.	U105						"
287.	U106						"
288.	U107						"
289.	U108						"
290.	U109						"
291.	U110						"
292.	U111						"
293.	U112						"
294.	U113						"
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296.	U115						"
297.	U116						"
298.	U117						"
299.	U118						"
300.	U119						"
301.	U120						"
302.	U121						"
303.	U122						"
304.	U123						"
305.	U124						"
306.	U125						"
307.	U126						"
308.	U127						"
309.	U128						"
310.	U129						"
311.	U130						"
312.	U131						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
313.	U132						"
314.	U133						"
315.	U134						"
316.	U135						"
317.	U136						"
318.	U137						"
319.	U138						"
320.	U140						"
321.	U141						"
322.	U142						"
323.	U143						"
324.	U144						"
325.	U145						"
326.	U146						"
327.	U147						"
328.	U148						"
329.	U149						"
330.	U150						"
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346.	U166						"
347.	U167						"
348.	U168						"
349.	U169						"
350.	U170						"
351.	U171						"

Line No.	EPA Hazardous Waste No.	Estimated Annual Quantity of Waste	Unit of Measure (enter code)	Process Codes			Process Description
352.	U172						"
353.	U173						"
354.	U174						"
355.	U176						"
356.	U177						"
357.	U178						"
358.	U179						"
359.	U180						"
360.	U181						"
361.	U182						"
362.	U183						"
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368.	U189						"
369.	U190						"
370.	U191						"
371.	U192						"
372.	U193						"
373.	U194						"
374.	U196						"
375.	U197						"
376.	U200						"
377.	U201						"
378.	U202						"
379.	U203						"
380.	U204						"
381.	U205						"
382.	U206						"
383.	U207						"
384.	U208						"
385.	U209						"
386.	U210						"
387.	U211						"
388.	U213						"
389.	U214						"
390.	U215						"





CYTEC Industries
Westwego, La.
January 17, 1997
Avg. Scale 1"=500'

N ←

Cytotec Industries Inc.
Fortier Plant
EPA ID No. LAD 008175390

EXHIBIT

B

AMD Hazardous Waste Streams

Source	Media	Flow in gpm (average)	Disposal	Transport
AMD Tank Farm/Tank Car Sump	Wastewater	6	Deepwell	Via Miscellaneous Effluent Treatment piping and tanks
AMD Process Sump	Wastewater	19	Deepwell	Via Miscellaneous Effluent Treatment piping and tanks
*AMD Product Polymer	Solid	Quantity	Offsite Disposal	Temporary storage in permitted container storage building
**Miscellaneous Lab Chemicals		3856 lbs. per year	Offsite Disposal	Temporary storage in permitted container storage building

*Estimate from 2004/2005 average recorded on annual hazardous waste report.

EXHIBIT
C

CERTIFICATION OF COUNSEL

I, Thomas E. Mesevage, Safety, Health and Environmental Counsel of Cytec Industries Inc., a Delaware corporation, hereby certify as follows:

1. This certification is submitted in satisfaction of the conditions set forth in the September 13, 2006 letter approval by LADEQ of the August 21, 2006 request of Cytec Industries Inc.'s for an allowance with respect to the Hazardous Waste Treatment Storage and Disposal Facility Permit, Permit Number LAD 008 175 390 (the "Permit") issued with respect to Cytec's Waggaman, Louisiana Fortier Plant (the "Fortier Plant").
2. The Permit authorizes Cytec's operation of the following waste management units: Container Storage Building, ten treatment system tanks associated with the injection well system, eleven sand filters, and four cartridge filter systems associated with the injection well pretreatment systems. In addition, Cytec holds a permit from the Department of Natural Resources ("DNR") for five injection wells used for the injection of hazardous wastes. In 1994, the Department granted a no migration exemption for operation of such injection wells, pursuant to LAC 33:V.Ch.22.
3. Cytec's Fortier Plant is a chemical manufacturing complex with several production units. Currently, Cytec operates a chemical manufacturing unit at the Fortier Plant for the production of acrylamide. Other operations at the Fortier Plant include the manufacture of methyl methacrylate by CYRO Industries, and the manufacture of acrylonitrile, melamine and sulfuric acid by Cytec.
4. On July 17, 2006, Cytec and the Kemira Group ("Kemira") entered into a definitive agreement pursuant to which Cytec would sell to Kemira its water treatment chemicals and acrylamide product businesses. The closing for the sale is scheduled to occur on October 1, 2006. Among other things, the transaction contemplates the transfer of the assets of the Fortier Plant acrylamide plant to a Kemira wholly-owned subsidiary, Kemira Water Solutions, Inc., a Delaware corporation ("Kemira Water Solutions").
5. At the closing, Cytec and Kemira Water Solutions will enter into a long-term lease with respect to that portion of the Fortier Plant real property on which the acrylamide plant assets are located. Cytec will also grant necessary ancillary servitudes or rights of way to Kemira Water Solutions. As such, Cytec will continue to own the entire property on which its operations and the acrylamide plant operations of Kemira Water Solutions are to be carried out. Kemira Water Solutions will own only the physical plant assets, not the land.
6. Pursuant to a Services Agreement to become effective as of closing, Cytec will operate on behalf of Kemira Water Solutions the acrylamide plant assets acquired by Kemira Water Solutions. Subject to certain defined rights of managerial control, Cytec will have full authority and responsibility for operation of the Kemira Water Solutions assets and will do so at such times at such percentage of capacity as Kemira Water Solutions shall advise from time to time.
7. Under the Services Agreement, the Cytec Fortier Plant will provide Kemira Water Solutions a number of facility services integral to the operation of the acrylamide plant assets, including: utilities (water, cooling brine, electricity, steam, compressed air, nitrogen); wastewater treatment; storage and plant logistics (shipping and receiving); site transportation (railroad and truck services); maintenance; security; and environmental and safety services.

8. Specific to the generation, management, and disposal of hazardous wastes generated by Kemira Water Solutions and services Cytec will provide to Kemira Water Solutions with respect to such hazardous wastes, the Services Agreement provides as follows:

a. Pursuant to Para. 2(b), the acrylamide plant is to be operated, and hazardous waste management services are to be provided, in accordance with applicable laws, rules, regulations, permits and licenses and orders of governmental authority.

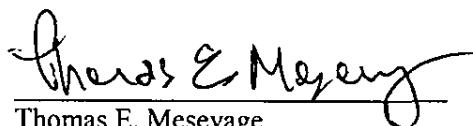
b. Pursuant to Para. 3.1, Cytec is to provide Kemira Water Solutions certain environmental services, including the service of deepwell injection of certain liquid waste streams from the acrylamide plant. Such wastes will be pumped to the Cytec Miscellaneous Effluent Treatment system owned and operated by Cytec pursuant to the Permit. There the waste is commingled with other Cytec unit wastewater for treatment and deepwell injection. The quantity of hazardous waste generated by the acrylamide plant will be tracked and recorded by Cytec. Disposal rate to the injection wells is measured by meter. All conveyance is via pipeline.

c. Also pursuant to Services Agreement, Cytec is to provide temporary storage and shipment preparation services with respect to certain Kemira Water Solution wastes that are shipped off-site for disposal. These wastes include waste polymers and off-spec product, and universal wastes (e.g., batteries).

9. The contemplated sale of the acrylamide plant assets will not result in the transfer of any RCRA unit permitted under Cytec's Permit or which may be the subject of corrective action. Specifically, each permitted hazardous waste unit remains under the ownership and operational control of Cytec. Pursuant to the Permit and applicable law, Cytec remains responsible in the first instance for any corrective action that may be required with respect to such units.

I certify that the foregoing is true to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

NAME:



TITLE:

Thomas E. Mesevage
Safety, Health and Environmental Counsel
Cytec Industries Inc.

DATE:

September 28, 2006

EXHIBIT

D

CYTEC

COPY

CYTEC INDUSTRIES INC.
Five Garret Mountain Plaza
West Paterson, NJ 07424
Tel. (973) 357-3100

CERTIFIED MAIL
Return Receipt Requested

March 30, 2006

Mr. Tony Case
Louisiana Department of Environmental Quality
Office of Management and Finance
602 N. Fifth Street
Baton Rouge, LA 70802

Re: Cytex Industries Inc.
 Fortier Plant
 10800 River Road
 Westwego, LA
 EPA-RCRA ID No. LAD 008175390

RCRA Financial Assurance

Dear Mr. Case:

In previous years, Cytex Industries Inc. has used the RCRA financial test to demonstrate financial closure and post-closure assurance. As the result of a significant business acquisition completed during 2005, we have concluded that we will not be able to satisfy the requirements of the financial test for 2006. We are therefore notifying you of this fact, pursuant to the requirements of 40 CFR 264.143(f)(6) and 40 CFR 264.145(f)(6), and of our intent to establish an alternate financial assurance mechanism and will issue proof of RCRA closure and post-closure financial assurance by the alternate mechanism by not later than April 28th, i.e. 120 days after the end of the fiscal year.

In the interim, Cytex has finalized alternate financial assurance mechanisms for sudden and non-sudden liability and for underground storage tank related liability:

1. Attachment 1 outlines required sudden and non-sudden liability coverage.
2. Sudden liability coverage is provided by an insurance policy; a copy of the Certificate of Insurance attesting to coverage is presented in Attachment 2.
3. Non-sudden liability coverage is provided by a Letter of Credit and Standby Trust Agreement; see Attachments 3 and 4.
4. Underground injection control facilities requiring plug and abandonment liability are outlined in Attachment 5.

5. Liability coverage for the underground injection wells is provided by a Letter of Credit No. LG/MIS/NY-432765 with Sumitomo Mitsui Banking Corporation; see Attachment 6.

6. The Louisiana required certification is provided in Attachment 7.

Cytec is in the process of finalizing alternate financial assurance mechanisms for sudden and non-sudden liability and for underground storage tank related liability. Documentation of these financial instruments will be issued to the appropriate agencies by the end of March.

If there are any questions regarding this submission, please contact me at telephone (973) 569-4001 or by e-mail at richard.tabakin@cytec.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. B. Tabakin", written in a cursive style.

Richard B. Tabakin
Director, SHE Services

TABLE 1

CODE EXPLANATION:

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-002473331-01

PRODUCER

MARSH USA INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: NewYork.certs@marsh.com Fax 212-948-0500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A N/A

COMPANY

B LEXINGTON INSURANCE COMPANY

COMPANY

C N/A

COMPANY

D

11209 -CYTEC-POLL-05-06

INSURED

Cytex Industries Inc.
Attn: Joseph Racansky
Five Garrett Mountain Plaza
West Paterson, NJ 07424

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH ER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
B	OTHER POLLUTION LEGAL LIABILITY	PLS 4763421	12/17/03	12/17/06	\$1MM OCCURRENCE \$2MM AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
REF: SEE ATTACHED INSURED PROPERTIES

CERTIFICATE HOLDER

Cytex Industries Inc.
Five Garrett Mountain Plaza
West Paterson, NJ 07424

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Steven Jeffery

MM1(3/02)

VALID AS OF: 03/28/06

ADDITIONAL INFORMATION

NYC-002473331-01

DATE (MM/DD/YY)

03/28/06

PRODUCER

MARSH USA INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: NewYork.certs@marsh.com Fax: 212-948-0500

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

11209 -CYTEC-POLL-05-06

INSURED

Cytec Industries Inc.
Attn: Joseph Racansky
Five Garrett Mountain Plaza
West Paterson, NJ 07424

TEXT

CYTEC ENGINEERED MATERIALS, 1440 N. KRAEMER BOULEVARD, ANAHEIM, CA 92806
CYTEC INDUSTRIES INC., 10800 RIVER ROAD, WESTWEGO, LA 70094
CYTEC ENGINEERED MATERIALS, 1300 REVOLUTION STREET, HAVRE DE GRACE, MD 21078
CYTEC INDUSTRIES INC., 1405 GREENE STREET, MARIETTA, OH 45750
CYTEC INDUSTRIES INC., SOUTH CHERRY STREET, WALLINGFORD, CT 06492
CYTEC INDUSTRIES INC., 1 HEILMAN AVENUE, WILLOW ISLAND, WV 26134

CERTIFICATE HOLDER

Cytec Industries Inc.
Five Garrett Mountain Plaza
West Paterson, NJ 07424

MARSH USA INC. BY

Steven Jeffery



UNDERGROUND INJECTION FACILITIES
PLUGGING AND ABANDONMENT
2006 SUMMARY

Facility Location	EPA ID#
Fortier Plant - Waggenerman, LA	LAD008175390

Mechanism
Letter of Credit

The well closure cost was re-estimated during 1Q'03 at k\$125 for shallow wells and k\$150 for deeper wells.

	<u>2003 Estimate</u>	<u>2004 Estimate</u>	<u>2005 Estimate</u>	<u>2006 Estimate</u>
Well 4B =	\$150,000	\$154,650	\$160,836	\$165,806
Wells 1,2,3,5 =	<u>\$500,000</u>	<u>\$515,500</u>	<u>\$536,120</u>	<u>\$552,686</u>
TOTAL	\$650,000	\$670,150	\$696,956	\$718,492

SUMITOMO MITSUI
BANKING CORPORATION277 Park Avenue
New York, NY 10172
Tel: (212) 224-4000

January 18, 2006

Amendment to Irrevocable Letter of Credit No. LG/MIS/NY-432765

Beneficiary:

Louisiana Office of Conservation

P.O. Box 94275

Baton Rouge, Louisiana 70804-9275

Attn: Joseph S. Ball, Jr.

Director of Injection and Mining

Re: Financial Security

Applicant:

Cytec Industries Inc.

Post-It® Fax Note	7671	Date	1/18/06	# of pages	1
To	T. Wozniak	From	A. M. ENDELSON		
Co./Dept.	Cytec Industries	Co.	SMBC, NY		
Phone #	973-357-3145	Phone #	212-224-4318		
Fax #	973-357-3068	Fax #	212-224-4566		

Gentlemen:

We hereby advise you that the above-mentioned Letter of Credit has been amended as follows:

Effective January 16, 2006, the credit amount has been increased by USD25,000.00, making a new total amount of USD722,000.00.

All other terms and conditions remain unchanged.

Zoraya Gonzalez
Vice President



Fortier Plant

To: Mr. Rick Tabakin

From: Shawn Ward, Fortier *SW*

Date: 2/14/06

RE: Fortier Certification Document, Financial Assurance

Rick,

Please find the attached signed certification document for our facility. Should further information be required please contact me. Thanks for your assistance.

A handwritten signature in cursive script, appearing to read "Shawn".

Shawn



SUMITOMO MITSUI
BANKING CORPORATION

277 Park Avenue
New York, NY 10172
Tel: (212) 224-4000

March 30, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT
No. LG/MIS/NY-002928

RCRA Non-Sudden Liability, State Counterparts to 40 CFR 264.147

Department of Toxic Substances Control
Financial Responsibility Unit
400 P Street (P.O. Box 806)
Sacramento, CA 95812-0806

Bureau of Waste Management
CT Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Waste Management Administration
MD Dept. of Environment
Hazardous and Solid Waste Management Admin.
1800 Washington Boulevard
Baltimore, MD 21230

Division of Waste Management
Department of Natural Resources
1356 Hansford Street
Charleston, WV 25301

Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

Louisiana Department of Environmental Quality
Office of Management and Finance
602 N. Fifth Street
Baton Rouge, LA 70802

Dear Sirs or Mesdames:

We hereby establish our Irrevocable Standby Letter of Credit No. LG/MIS/NY-002928 in the favor of de maximis, inc. (the "Trustee"), at the request and for the account of Cytec



SMBC

SUMITOMO MITSUI
BANKING CORPORATION

277 Park Avenue
New York, NY 10172
Tel: (212) 224-4000

Industries Inc. and its wholly owned subsidiary Cytec Engineered Materials Inc. (hereafter "CYTEC"), 5 Garret Mountain Plaza, W. Paterson, NJ 07424 for third-party liability awards or settlements up to Three Million U.S. dollars \$3,000,000 per occurrence and the annual aggregate amount of Six Million U.S. dollars \$6,000,000, for non-sudden accidental occurrences available upon presentation of a sight draft bearing reference to this Letter of Credit No. LG/MIS/NY-002928.

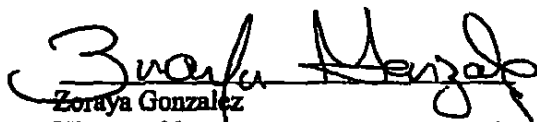
This Letter of Credit is effective as of March 31, 2006 and shall expire on March 31, 2007, but such expiration date shall be automatically extended for a period of one year on March 31, 2007 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify you, the above listed state environmental authorities, and Cytec by certified mail that we have decided not to extend this letter of credit beyond the current expiration date.

Whenever this Letter of Credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us.

We certify that the wording of this letter of credit is identical to the wording specified in the state regulations comparable to 40 CFR 264.151(k) as such regulations were constituted on the date shown immediately below.

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly yours,
Sumitomo Mitsui Banking Corporation
New York Branch


Zoraya Gonzalez
Vice President

TRUST AGREEMENT

RCRA Non-Sudden Liability, State Counterparts to 40 CFR 264.147

Trust Agreement, the "Agreement," entered into as of March 31, 2006 by and between **Cytec Industries Inc.**, a Delaware corporation, the "Grantor," and **de maximis, inc.**, a Tennessee corporation, the "Trustee."

Whereas, California, Connecticut, Louisiana, Maryland, Ohio, and West Virginia, have established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from operations of the facility or group of facilities,

Whereas, the Grantor has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibilities for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions.

As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities.

This agreement pertains to the facilities identified on attached schedule A.

Section 3. Establishment of Fund.

The Grantor and the Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by nonsudden accidental occurrences arising from operation of the facility(ies) covered by this guarantee, in the amounts of up to up to \$3 million per occurrence and up to \$6 million annual aggregate for nonsudden occurrences, except that the Fund is not established for the benefit of third parties for the following:

- (a) Bodily injury or property damage for which Cytec is obligated to pay damages

by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that Cytec would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of Cytec under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(c) Bodily injury to:

(1) An employee of Cytec arising from, and in the course of, employment by Cytec; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by Cytec.

This exclusion applies:

(A) Whether Cytec may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by Cytec;

(2) Premises that are sold, given away or abandoned by Cytec if the property damage arises out of any part of those premises;

(3) Property loaned to Cytec;

(4) Personal property in the care, custody or control of Cytec;

(5) That particular part of real property on which Cytec or any contractors or subcontractors working directly or indirectly on behalf of Cytec are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered primary coverage.

The Fund is established initially as a standby to receive payments and shall not consist of any property. Payments made by the provider of financial assurance pursuant to the state environmental authority's instruction are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by the state environmental authorities.

Section 4. Payment for Bodily Injury or Property Damage.

The Trustee shall satisfy a third party liability claim by drawing on the letter of credit

described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents:

- (a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

CERTIFICATION OF VALID CLAIM

The undersigned, as parties [insert Grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or nonsudden] accidental occurrence arising from operating [Grantor's] hazardous waste treatment, storage, or disposal facility should be paid in the amount of \$[].

[Signatures]

Grantor

[Signatures]

Claimant(s)

- (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility or group of facilities.

Section 5. *Payments Comprising the Fund.*

Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Trustee in accordance with the requirements of state regulations comparable to 40 CFR 264.151(k) and Section 4 of this agreement..

Section 6. *Trustee Management.*

The Trustee shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment.

The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee.

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses.

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12. Successor Trustee.

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13. Instructions to the Trustee.

All orders, requests, certifications of valid claims, and instructions to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the state environmental

authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or state environmental authority except as provided for herein.

Section 14. Amendment of Agreement.

This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate state environmental authority, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 15. Irrevocability and Termination.

Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the state environmental authority, or by the Trustee and the state environmental authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

The state environmental authority will agree to termination of the Trust when the owner or operator substitutes alternative financial assurance as specified in this section.

Section 16. Immunity and Indemnification.

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the state environmental authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 17. Choice of Law.

This Agreement shall be administered, construed, and enforced according to the laws of the States of New Jersey.

Section 18. Interpretation.

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their

RCRA Non-Sudden Liability Trust Agreement

respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

Signature of Grantor: Roy Hill *em*

Title: VP

Attest: Charles G. Mhury

Title: SPR COUNSEL

[Seal]

State of New Jersey

County of PASSAIC

On this 3/30/2006, before me personally came Roy Smith to me known, who, being by me duly sworn, did depose and say that is VP of Cytec Industries Inc., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Trustee Signature on Next Page.]

Patricia J. Viola

PATRICIA J. VIOLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 18, 2008

Signature of Trustee:

R. Thomas Dorsey, CFO

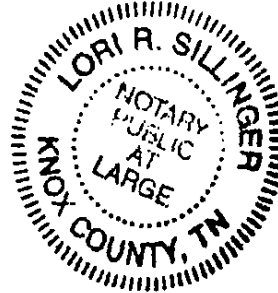
Attest: E. Diane Cook

Title: Finance Mgr

[Seal]

State of Tennessee

County of KNOX



On this 30th Day of March, before me personally came R. Thomas Dorsey to me known, who, being by me duly sworn, did depose and say that she/he is CFO of de maximis, inc., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Signature of Notary Public:

[Signature]

RCRA Non-Sudden Liability Trust Agreement

Schedule A - Facilities Covered by Non-Sudden Liability

Plant Name	Address	RCRA ID#	Non-Sudden Liability (per occurrence/annual aggregate)
Anaheim	Cytec Engineered Materials Inc. 1440 N. Kraemer Blvd Anaheim, CA 92806	CAT000610931	M\$3/M\$6
Fortier	Cytec Industries Inc. Fortier Plant 10800 River Road Westwego, LA 70094	LAD008175390	M\$3/M\$6
Havre de Grace	Cytec Engineered Materials Inc. 1300 Revolution Street Havre de Grace, MD 21078	MDD003075942	M\$3/M\$6
Marietta	Cytec Industries Inc. 1405 Green Street Marietta, OH 45750	OHD004341509	M\$3/M\$6
Wallingford	Cytec Industries Inc. South Cherry Street P.O. Box 425 Wallingford, CT 06492	CTD001173467	M\$3/M\$6
Willow Island	Cytec Industries Inc. 1 Heilman Avenue Willow Island, WV 26134	WVD004341491	M\$3/M\$6
TOTAL			M\$3/M\$6



SUMITOMO MITSUI
BANKING CORPORATION

277 Park Avenue
New York, NY 10172
Tel: (212) 224-4000

March 30, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT
No. LG/MIS/NY-002928

RCRA Non-Sudden Liability, State Counterparts to 40 CFR 264.147

Department of Toxic Substances Control
Financial Responsibility Unit
400 P Street (P.O. Box 806)
Sacramento, CA 95812-0806

Bureau of Waste Management
CT Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Waste Management Administration
MD Dept. of Environment
Hazardous and Solid Waste Management Admin.
1800 Washington Boulevard
Baltimore, MD 21230

Division of Waste Management
Department of Natural Resources
1356 Hansford Street
Charleston, WV 25301

Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

Louisiana Department of Environmental Quality
Office of Management and Finance
602 N. Fifth Street
Baton Rouge, LA 70802

Dear Sirs or Mesdames:

We hereby establish our Irrevocable Standby Letter of Credit No. LG/MIS/NY-002928 in the favor of de maximis, inc. (the "Trustee"), at the request and for the account of Cytac



SUMITOMO MITSUI
BANKING CORPORATION

277 Park Avenue
New York, NY 10172
Tel: (212) 224-4000

Industries Inc. and its wholly owned subsidiary Cytec Engineered Materials Inc. (hereafter "CYTEC"), 5 Garret Mountain Plaza, W. Paterson, NJ 07424 for third-party liability awards or settlements up to Three Million U.S. dollars \$3,000,000 per occurrence and the annual aggregate amount of Six Million U.S. dollars \$6,000,000, for non-sudden accidental occurrences available upon presentation of a sight draft bearing reference to this Letter of Credit No. LG/MIS/NY-002928.

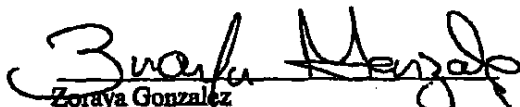
This Letter of Credit is effective as of March 31, 2006 and shall expire on March 31, 2007, but such expiration date shall be automatically extended for a period of one year on March 31, 2007 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify you, the above listed state environmental authorities, and Cytec by certified mail that we have decided not to extend this letter of credit beyond the current expiration date.

Whenever this Letter of Credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us.

We certify that the wording of this letter of credit is identical to the wording specified in the state regulations comparable to 40 CFR 264.151(k) as such regulations were constituted on the date shown immediately below.

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly yours,
Sumitomo Mitsui Banking Corporation
New York Branch


Zoraya Gonzalez
Vice President

RCRA Non-Sudden Liability Trust Agreement

EXHIBIT A

Richard B. Tabakin
Director of SHE Services
Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424
(973) 569-4001

CYTEC

White

CYTEC INDUSTRIES INC.
Five Garret Mountain Plaza
West Paterson, NJ 07424
Tel. (973) 357-3100

CERTIFIED MAIL
Return Receipt Requested

COPY

April 28, 2006

Mr. Tony Case
Louisiana Department of Environmental Quality
Office of Management and Finance
602 N. Fifth Street
Baton Rouge, LA 70802

Re: Cytec Industries Inc.
Fortier Plant
10800 River Road
Westwego, LA
EPA-RCRA ID No. LAD 008175390

RCRA Financial Assurance

Dear Mr. Case:

In a letter dated March 30, 2006, Cytec Industries Inc. (Cytec) advised that it was using alternates to the financial test to demonstrate financial assurance for 2006. That letter provided proof of financial assurance for RCRA sudden/non-sudden liability and UIC close/abandonment. We indicated that we would issue proof of RCRA closure and post-closure financial assurance by an alternate mechanism by not later than April 28th, i.e. 120 days after the end of the fiscal year. This submission provides that documentation.

1. Attachment 1 outlines current RCRA closure and post-closure costs for the Fortier plant.
2. Attachment 2 is an Irrevocable Standby Letter of Credit covering these costs for the Fortier plant.
3. Attachment 3 is a Standby Trust Agreement associated with the Letter of Credit.
4. The Louisiana required certification is provided in Attachment 4.

If there are any questions regarding this submission, please contact me at telephone (973) 569-4001 or by e-mail at richard.tabakin@cytec.com.

Very truly yours,



Richard B. Tabakin
Director, SHE Services


Attachments

TABLE 1
RCRA FINANCIAL ASSURANCE
2006 SUMMARY

Facility		EPA RCRA	Closure		Post-Closure	
Location	Codes	ID Number	Cost Est.	Mech. (3)	Cost Est.	Mech. (3)
Fortier, LA		LAD008175390	\$2,228,424	LC	\$264,191	LC

**CYTEC INDUSTRIES INC.
FORTIER PLANT
LHWR FININCIAL REQUIREMENTS
EPA I.D. NO.: LAD 008175390**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Paul Mikesell
Director, Process Technology

4/28/06.
Date

**Bank of Tokyo-Mitsubishi UFJ****Bank of Tokyo-Mitsubishi UFJ Trust Company**
Member FDIC1251 Avenue of the Americas
New York, NY 10020-1104
Tel: 212-782-4000

April 28, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S032994RCRA Closure and Post-Closure Financial Assurance,
State Counterparts to 40 CFR 264.143(d) & 264.145(d)

Cytec Industries Inc., Fortier, Louisiana

Louisiana Department of Environmental Quality
Office of Management and Finance
602 N. Fifth Street
Baton Rouge, LA 70802
Attn: Tony Case, Accountant Manager, LADEQ

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. S032994 in favor of the Department of Environmental Quality of the State of Louisiana, at the request and for the account of Cytec Industries Inc. (hereafter "Cytec"), 5 Garret Mountain Plaza, West Paterson, NJ 07424, Attention: Gary Kawka, up to the aggregate amount of two million, four hundred and ninety-two thousand, six hundred and fourteen U.S. dollars (\$2,492,614), available upon presentation of

1. your sight draft, bearing reference to the Letter of Credit Number S032994, drawn by the Secretary or his or her designated representative, together with;
2. your signed statement by the Secretary or his or her designated representative, reading as follows:

"I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Louisiana Environmental Quality Act, R.S. 30:2001, et seq."

Each draft must also be accompanied by the original of this Letter of Credit upon which we may endorse our payment.

Each draft must be marked "Drawn under Bank of Tokyo-Mitsubishi UFJ Trust Company Letter of Credit No. S032994 dated April 28, 2006."

This Letter of Credit is effective as of April 28, 2006 and shall expire on April 28, 2007, but such expiration date shall be automatically extended for a period of one year on April 28, 2007 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify you and Cytec by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event of such notification, any unused portion of the credit shall be available upon presentation to us of your clean sight draft on or before the then current expiration date.

**Bank of Tokyo-Mitsubishi UFJ Trust Company
Irrevocable Standby Letter of Credit No. S032994**

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit during normal banking hours at our offices located at 1251 Avenue of the Americas, 1251 Avenue of the Americas, New York, New York 10020 Attention: Ric Kay / Leslie Foale (Fax # 212.782.6445), we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Cytec, established pursuant to that certain Trust Agreement dated April 28, 2006, by and between Cytec and de maximis, inc., a copy of which is attached hereto.

We certify that the wording of this letter of credit is substantially identical to the wording specified in the state regulations comparable to LAC 33:V.3719.D as such regulations were constituted on the date shown immediately below.

This credit is subject to the Uniform Customs and Practices for Commercial Documentary credits fixed by the International Chamber of Commerce, ICC publications No. 500 (1993), (the "UCP"), as interpreted under the laws of the State of New York. As to matters not addressed by the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of law principals thereof.

Very truly yours,
Bank of Tokyo-Mitsubishi UFJ Trust Company


Authorized Signature

JAYAK. ANGARA
ASST. VICE PRESIDENT

DATE: APRIL 28, 2006

STANDBY TRUST AGREEMENT

RCRA Closure and Post-Closure Financial Assurance,
State Counterparts to 40 CFR 264.143(d) & 264.145(d)

Cytec Industries Inc., Fortier Plant, Westwego, Louisiana

Trust agreement, the "Agreement," entered into as of April 28, 2006 by and between Cytec Industries Inc., a Delaware corporation ("Cytec"), the "Grantor," and de maximis, inc., a Tennessee corporation, the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the State of Louisiana, has established certain regulations applicable to the grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility identified herein;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions.

As used in this agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Secretary" means the Secretary, Louisiana Department of Environmental Quality and any successor agency.
- (d) The term "administrative authority" means the Secretary, or a person designated by him or her to act therefor.

Section 2. Identification of Facilities and Cost Estimates.

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of fund.

The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any

payments necessary to discharge any liabilities of the Grantor established by the administrative authority.

Section 4. Payment for Closure and Post-closure Care.

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for closure and post-closure expenditures in such amounts as the administrative authority shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Louisiana Department of Environmental Quality in accordance with requirements of state regulations comparable to 40 CFR 264.143(d) and 264.145(d) and Section 4 of this Agreement.

Section 6. Trustee Management.

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this part. In investing, reinvesting, exchanging, selling, and managing the Fund, the trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, except that:

- A. securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940 as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- B. the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- C. the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment.

The Trustee is expressly authorized in its discretion:

- A. to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- B. to purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee.

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- A. to sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- B. to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- C. to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- D. to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- E. to compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Evaluation.

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the administrative authority shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this

Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation.

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee.

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the administrative authority, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this part shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee.

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests, and instructions by the administrative authority to the Trustee shall be in writing, signed by the administrative authority, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or administrative authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or administrative authority, except as provided for herein.

Section 15. Notice of Nonpayment.

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within ten days following the expiration of the thirty-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement.

This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination.

Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to Grantor.

Section 18. Immunity and Indemnification.

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law.

This Agreement shall be administered, construed, and enforced according to the laws of the State of Louisiana.

Section 20. Interpretation.

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is materially identical to the wording specified in LAC 33:V.3719.A.1 as such regulations were constituted on the date first above written.

Signature of Grantor:

Roy Lite *DM*

Title:

VP

Attest:

Marie E. May

Title:

JHR towsell

[Seal]

State of

New Jersey

County of

PASSAIC

On this 4/25/2006, before me personally came Roy Smith to me known, who, being by me duly sworn, did depose and say that she/he is VP of Cytec Industries Inc., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Patricia J. Viola

PATRICIA J. VIOLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 18, 2008

RCRA Closure & Post Closure Financial Assurance Trust Agreement

Signature of Trustee:

Attest:

Title:

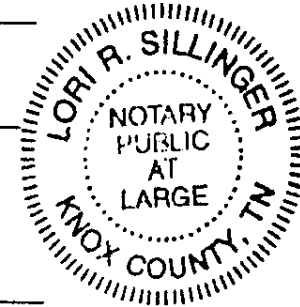
[Seal]

State of

County of

On this 24th Day April 2006 before me personally came R. Thomas Dorsey to me known, who, being by me duly sworn, did depose and say that she/he is CFO of de maximis inc the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Signature of Notary Public:



RCRA Closure & Post Closure Financial Assurance Trust Agreement
Westwego, Louisiana

Schedule A – Facility Identification and Cost Estimate

Plant Name		RCRA Id No.	Closure Estimate	Financial Mechanism	Post Closure Estimate	Financial Mechanism
Fortier, LA Fortier Plant 10800 River Road Westwego, LA 70094		LAD008175390	\$2,228,424	LC	\$264,191	LC

RCRA Closure & Post Closure Financial Assurance Trust Agreement
Westwego, Louisiana

Schedule B

This is a "Standby" Trust and is not funded at inception.

Letter of Credit

RCRA Closure & Post Closure Financial Assurance Trust Agreement
Westwego, Louisiana

EXHIBIT A

Richard B. Tabakin
Director of SHE Services
Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424
(973) 569-4001